

SECTION 3

Scope of Work

3.0 Scope of Work

The Scope of Work for this project is divided into technical, administrative, and general requirements. While the specifications provided herein are intended to cover the work anticipated, they may not include every detail relevant to the work effort proposed nor all activities that may be requested. These specifications may be revised by WESTON's on-site representative in response to unanticipated conditions on location.

The purpose of this event is to investigate the soils on Site by advancing 37 soil borings to a depth of two (2) feet below grade and collect soil samples from these borings for Target Analyte List (TAL) inorganics (including mercury and tin) analysis.

3.1 Technical Requirements

WESTON invites your company to submit a written, **Daily Rate Quotation with a Firm-Fixed Price Component** for the following services. All charges for mobilization and demobilization, as well as lodging and per diem, if applicable, should be included in the Offeror's quotation.

Geoprobe® Operations

1. Provide appropriate Geoprobe® equipment or equivalent equipment, supplies (including cutting blades, liner cutters, cutting board, black/red vinyl end caps and liner core catchers), and one qualified operator to advance to a maximum depth of 2 feet below grade in 37 soil boring locations an approximate minimum rate of **12 soil borings per day for 3 days of service**. Up to three attempts at each location will be made to ensure adequate soil volume is recovered for the required analyses. The sample tubes must be lined with new, clean acetate sleeves for each length. Upon completion of each boring, the Subcontractor shall decontaminate all PPE and equipment, including the acetate liners. Obstructions, such as parked vehicles and storage containers, are present within the 99 Chapel Street portion of the site. The Geoprobe® equipment shall be small enough to be able to maneuver within these narrow spaces (approximately 4 feet in width) and to minimize damage to grass-covered areas within the Terrell Homes housing complex. The ground surface on the 99 Chapel Street portion of the site is paved with asphalt or concrete. The Geoprobe® equipment provided must be able to penetrate these surfaces to reach the underlying soil. Upon completion of each boring at the 99 Chapel Street portion of the site, the hole shall be filled in with left over soil (tamped down) and capped with asphalt or concrete (depending on the surface type penetrated) flush to the surface. The ground surface at the Terrell Homes portion of the site is expected to be bare or grass-covered soil. Upon completion of each boring at the Terrell Homes portion of the site, the hole shall be filled in with the leftover soil (tamped down), capped with bentonite, wetted, and cemented flush to the surface. The location will then be restored to as close to original condition as possible. From borings advanced within paved areas WESTON will collect soil samples from 0-6 inches, 6-12

inches, 12-18 inches, and 18-24 inches. From borings advanced within unpaved areas WESTON will collect soil samples from 0-1 inch, 1-6 inches, 6-12 inches, 12-18 inches, and 18-24 inches, or as directed by the EPA and/or the on-site WESTON representative. **No electricity or water is available at the Site.**

2. Provide personnel and supplies, e.g., water, necessary for decontamination of the sampler tubes to remove any excess soil adhering to the outside surface between borings. This will be accomplished with a moderate scrubbing with a mild solution of Alconox or similar detergent and water prior to drilling. Investigation derived wastes (IDW) generated during field activities including decontamination wash-water will be properly containerized in 55-gallon steel drums supplied by the subcontractor, labeled, and left on-site for disposal by the EPA. The subcontractor will remove any gross contamination from their PPE. WESTON personnel will then screen the PPE and if cleared, the PPE will be double-bagged and removed by the subcontractor.

Health and Safety

All personnel are to be certified for hazardous waste site work in accordance with 29 CFR 1910.120 for the specified task. It is anticipated that work will be conducted in Level D PPE. At least one 30-lb type ABC fire extinguisher shall be provided by the Subcontractor for use at the Site.

Utility Mark-Out

1. Request a One-Call or equivalent utility mark-out, as well as a private utility mark-out of the entire site, at least one day prior to beginning operations. Written proof of the mark-out(s) must be presented to the WESTON Site Project Manager before starting operations. The addresses of the Site are 99 Chapel Street (Block 2442, Lots 10, 11, and 12) and 59-97 Chapel Street (Block 2442, Lot 1) (cross street: Albert Avenue) (See the attached Site Location Map). In recognition of the possibility of encountering unexpected underground utilities, the Subcontractor must demonstrate in writing the ability for having an established response action that is available during the soil boring activities. The Subcontractor is advised that WESTON assumes no responsibility for losses or damages resulting from encountering surface or subsurface utilities. Since New Jersey One-Call utility mark-outs typically only extend up to the property boundary, a private mark-out service will also be necessary to delineate any buried on-site utilities.
2. The private mark out service will visit the Site for the utility mark out the day prior to Geoprobe® activities. The exact date will be specified upon award of the Subcontract Agreement. All utilities within the proposed boring locations will need to be identified with spray paint. Each proposed location will be cleared in addition to a distance of 5 feet by 5 feet around each location. Any utility line in each 5 foot by 5 foot box will be identified. The Subcontractor will be responsible for selecting the appropriate equipment to complete the private utility mark-out. However, the equipment must be capable of identifying utilities contained in iron, steel, concrete (reinforced or un-reinforced), clay, brick, copper, PVC, and other plastics.

Investigative Derived Waste

1. All wastes generated by the Subcontractor during field activities, e.g., spent personal protective equipment (PPE), will be properly containerized, labeled, and disposed of by the Subcontractor. Gross contamination will be removed from these materials before being containerized and screened by the Weston representative.
2. Any remaining soil cuttings generated during the investigation will be placed back in reversed order into the boreholes prior to being capped as described above.
3. Used acetate sleeves will be decontaminated on-site and removed at the end of each day by the Subcontractor.
4. Decontamination and rinse liquid will be properly drummed, labeled and left on-site for disposal by the EPA.

3.1.1 Project Schedule

WESTON anticipates site activity will begin **8:00 A.M., Monday, March 25, 2013**, in which utility mark out activities will be conducted. Drilling activities are expected to begin **7:30 A.M., Tuesday March 26, 2013**. Depending on weather conditions, i.e., inclement weather and/or other considerations, Site operations may be postponed at EPA's discretion. Time for mobilization should be considered by the Subcontractor to assure no delays are encountered in scheduled activities. To ensure all responses are considered, Offerors need to ensure their response to this solicitation arrives by time and date indicated herein.

WESTON anticipates awarding the Subcontract on or about, March 18, 2013. Requests for deviations from this schedule require prior consent from an authorized WESTON representative. Personnel will be expected to work 10-hour work days on-site. This does not include work stoppages that are in accordance with the Subcontractor's policies. All work stoppages, e.g., breaks and lunch, are to be spelled out within the Offeror's response to this solicitation.

3.1.2 Access

Access to the Site is being facilitated by the EPA. Entrance to the areas of concern to conduct the Scope of Work is not anticipated to be a hindrance for the Subcontractor and or the equipment to be used.

3.1.3 Utilities

Prior to mobilization, the Subcontractor is responsible for having a public utility search completed. The Subcontractor will provide WESTON written evidence of the search. WESTON assumes no responsibility for losses or damages resulting from encountering surface or subsurface utilities.

3.1.4 Personnel Qualifications

All personnel on-site representing the Offeror, must be certified for hazardous waste site operations in accordance with 29 CFR 1910.120, i.e., 40-hour HAZWOPER trained and certified, and have maintained their certification by successfully completing an approved annual 8-hour OSHA refresher course. Prior to the initiation of work, the Subcontractor must provide WESTON with proof of OSHA initial and current refresher training for all personnel who will be assigned to the Site. All Subcontractor personnel must be prepared to wear Level D PPE during drilling operations (See Section 3.1.5).

3.1.5 Levels of Protection

The appropriate levels of PPE will be determined by the WESTON Site health and safety coordinator based upon the site history. The investigation will be conducted in Level D protection.

Level D

Level D protection equipment shall at a minimum consist of:

- Standard work uniform or coveralls,
- Steel-toe work boots,
- Gloves as needed,
- Safety glasses,
- Splash shield as needed, and
- Hard hat.

All prescription eye glasses used by personnel working on the Site must be safety glass type.

3.2 Administrative Requirements

3.2.1 Insurance

The Subcontractor shall, at its own expense, provide and maintain during the entire performance period of this Subcontract, in accordance with Item 4 of Appendix S General Provisions at least the types and minimum amounts of insurance specified below for the duration of the Subcontract.

A copy of the Subcontractor's Certificate of Insurance outlining coverage must accompany the bid. An original copy of the Certificate of Insurance with WESTON Solutions, Inc., 1090 King Georges Post Road, Suite 201, Edison, New Jersey, named as an additional insured for Comprehensive General Liability and Automobile Liability (Combined Bodily Injury and Property Damage) shall be submitted to WESTON within three work days following the award of contract. This Certificate of Insurance must be received by WESTON prior to commencement of on-site operations.

TYPE OF INSURANCE	LIMITS OF LIABILITY
Workmen's Compensation and Employer's Liability	Statutory Workmen's Compensation \$1,000,000 Employers Liability
Comprehensive General Liability	\$1,000,000 each occurrence
Excess Liability (Umbrella Form)	\$3,000,000
Professional Liability (Errors and Omissions)	\$1,000,000
Automobile Liability (Combined Injury and Property Damage)	\$1,000,000 each accident or loss all vehicles covered hired and non-owned vehicles

Confidentiality

The location's name and specific activities for this investigation are strictly confidential and are not to be discussed with anyone not involved with the execution of the activities being conducted by the Subcontractor not previously identified in the Subcontractor's response to WESTON's solicitation or not identified by the Subcontractor in their Work Plan. All information obtained by the Subcontractor, WESTON, and other parties during operations will be considered highly confidential. The Subcontractor and its employees will be required to treat all information related to the project as confidential unless specified otherwise in writing by WESTON (See Item 10 of Appendix S General Provisions). Specifically, all Subcontract or employees and representatives are forbidden to carry or use still or video cameras or any other recording devices.

3.3 Health and Safety Requirements

The Subcontractor shall review and sign the Site Health and Safety Plan prior to initiation of work. The Subcontractor will develop and implement a Health and Safety Attachment that discusses the equipment and procedures their personnel will follow; this plan shall include, but not necessarily be limited to:

- Site evaluation,
- Safe work practices,
- Engineering safeguards,
- Personal protective equipment,
- Education and training,
- Standard operation and safety procedures and,

- Logs and reports.

The Subcontractor's attachment shall be submitted to WESTON within **three working days** following the award of the Subcontract Agreement in an acceptable format for review prior to commencement of any activities on-site.

Specifications delineated here in are in addition to or an amplification of procedures and requirements of the regulations and documents in Section 3.1.4. Should any unforeseen safety-related factor, hazard, or condition become evident during the performance of the work, it shall be the Subcontractor's responsibility to bring such factors to the attention of WESTON, both verbally and in writing, as quickly as possibly for resolution.

The Subcontractor shall take prudent action to establish and maintain safe working conditions and to safeguard employees, the public, and the environment in accordance with the Site Health and Safety Plan. Should the Subcontractor seek relief from, or substitution for any portion or provision of the Site Health and Safety Plan, such relief or substitution shall be requested of WESTON in writing, and if approved, be authorized in writing. Any disregard of the Health and Safety Plan requirements shall be deemed just and sufficient cause for termination of the awarded Purchase Order without compromise or prejudice to the rights of WESTON.

3.3.1 Health and Safety Officer

It shall be the responsibility of WESTON's on-site Health and Safety Officer (HSO) or duly authorized representative to ensure that all health and safety requirements specified herein are implemented. Should it be determined that the working conditions are unsafe for any reason, the HSO can suspend operations. The presence of a WESTON HSO does not relieve the Subcontractor of any health and safety requirements under OSHA, state, or local regulations, nor does the HSO have supervisory authority over individual Subcontractor employees. The HSO will work through the Subcontractor's authorized supervisor or foreman on location regarding health and safety matters.

3.3.2 Medical Monitoring

All Subcontractor personnel involved in this project shall be provided with medical surveillance prior to commencing work. The Subcontractor shall utilize the services of an occupational physician to provide the medical examination and surveillance specified herein. The name of the physician and evidence of examination and enrollment in a medical monitoring program for each Subcontractor personnel shall be provided to WESTON prior to these personnel working on site. The physician will certify that the employee has the ability to perform this work assignment using respiratory protection devices and can perform, at a minimum, the medical surveillance protocol as specified in 29 CFR 1910.120.

3.4 General

3.4.1 Site Protection

While making access to and working on the Site, it will be the responsibility of the Subcontractor to:

- Protect bench marks, existing structures, fences, and roads.
- Protect trees and existing historical areas located in and around the Site.
- Restore road and unpaved areas to pre-existing conditions including the asphalt patch (for paved areas) in locations disturbed by the drilling.

3.4.2 Site Restoration

The Subcontractor will be responsible for removing any unused materials associated with this Scope of Work from the Site upon completion of work. The boring holes will be cemented to restore the area to original conditions.

3.4.3 Procedures

The Subcontractor shall be solely responsible for the correctness of the means, methods, and procedures used to accomplish the Scope of Work described herein. The Subcontractor shall report to WESTON immediately in the field or at the aforementioned phone number, any major technical problems encountered in the field that might preclude the successful performance of any items of this specification. The Subcontractor shall also be required to provide WESTON with written notification five working days in advance of any changes in field procedures. The notification should describe and justify such changes. No such changes shall be implemented unless requested or authorized by WESTON (See Item 14 of the Subcontract Agreement).

3.4.4 Site Entry/Activities

Subcontractor personnel will be required to coordinate entry and on-site activities with WESTON personnel on location.

3.4.5 Site Security

The Subcontractor is responsible for their equipment and materials on location. WESTON assumes no liability for losses or damages to any item owned or operated by the Subcontractor. There will be no security service present at the Site.

3.4.6 Inspection

WESTON shall have the right, at all reasonable times, to inspect the Subcontractor's work, material, equipment, or procedures as described in the Scope of Work to confirm that the specified requirements are being compiled with. The Subcontractor shall provide all assistance

necessary to facilitate these inspections. It is not intended that the presence or activity of WESTON shall relieve the Subcontractor in any way whatsoever of its obligation under the Scope of Work. Furthermore, the fact that WESTON may inadvertently overlook a deviation from some requirement of this Scope of Work shall not constitute a waiver of that requirement, or of the Subcontractor's obligation to correct the condition when it is discovered.

3.4.7 Permits

The Subcontractor will procure all licenses, permits, and certificates that may be required by law for the execution of the Scope of Work. The Subcontractor shall comply with all federal, state and local laws, ordinances, rules, and regulations relating to the performance of the Scope of Work (See Item 15 of the Subcontract Agreement).

3.4.8 Force Majeure

WESTON will not be responsible for delays, such as, but not limited to, those attributable to acts of God, acts of the Subcontractor or Third Parties, weather, intervention of public authorities, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder or any other acts or omissions or events which are beyond the reasonable control of WESTON. Schedule commitments shall be subject to renegotiate for unreasonable delays caused by Subcontractor's or Third Party's failure to provide specified facilities or information.